Privacy Policy

Version: 25 November 2026

> The respective licensee is responsible for meeting content. We process meeting content exclusively as a processor on behalf of the licensee; we do not sell data, do not use it for advertising and do not pass it on to third parties for their own purposes.
>
> Courtesy translation. In case of discrepancies, the German version prevails.

1. Controller

Two roles must be distinguished for the processing of personal data in connection with the use of the app:

- **Meeting content** (audio recordings, transcripts/minutes, participant lists, attachments): the controller is the respective licensee.
- **Contract and account management** (registration, subscription management, billing, communication for performing the contract, abuse prevention): the controller is Datafuse SRLs.

Datafuse SRLs, Rosenheim 21, 39040 Laurein (BZ), Italy · VAT ID: IT03352290211 · Email (data protection): info@datafuse.it · Email (customer service): info@ratsch.bz

1.1 Allocation of roles and context of use

Ratsch has no technical selection of a B2B or B2C mode per meeting. What matters is the actual context of use: a meeting may take place professionally, within an association or other organisation, or exclusively for personal and household purposes. The respective licensee examines the context and is responsible for determining the appropriate legal basis, information obligations, any consents and other data protection requirements.

- In the case of professional, association-related or other organisational use, the licensee is the controller of the meeting content and must have concluded a valid data processing agreement with Datafuse before processing.
- In the case of exclusively personal or household use, the so-called household exemption may apply. It does not apply to professional, association-related, business or other organisational activities and does not affect Datafuse's own data protection obligations.

We are the controller for the processing of contract and account data (registration, subscription management, billing, communication for performing the contract, security and abuse prevention). For the processing of meeting content (audio recordings, transcripts/minutes, participant lists, attachments and sending and sharing data), we act as a processor on behalf of the licensee; the licensee decides on the purposes and essential means of processing. An exception applies to the optional general improvement of dialect recognition under section 3.5; for this, Datafuse is an independent controller.

If you take part in a meeting in which Ratsch is used, the controller for the processing of the meeting content is generally the respective licensee (company, association, other organisation or private individual). We provide the licensee with the technical tools and process meeting content only on its instructions.

We log technical confirmations of the notices displayed in the app and, where applicable, consents (e.g. type of use, text version and time) so that they are available to the licensee as evidence. We do not store names or addresses of participants in the confirmation record. The separate opt-in for the general improvement of dialect recognition under section 3.5 is documented separately.

2. What data we collect

2.1 Data provided by you or the licensee during use

- **Account data:** email address, name (optional), password
- **Payment information:** credit card or SEPA data (processed via Stripe; we do not store complete payment data)
- **Meeting content:** audio recordings that you upload for transcription, record directly in the app or import from a Teams meeting; also transcripts, minutes, summaries, tasks, decisions and attachments (photos and documents). During recording, the recording may be continuously backed up on our server.
- **Meeting participants:** names and email addresses that you enter or that are taken from your Outlook invitation (for the participant list, sharing and sending the minutes)
- **Questions about your minutes:** questions you ask about your own minutes and the answers to them. We store them so that you can view earlier conversations again; you can delete them at any time.
- **Correction memory:** corrections you make that Ratsch stores for your account so that the processing of your own minutes improves. The memory is assigned only to your account and is not used for other accounts.
- **Region of origin:** the area you come from – you specify it once voluntarily so that Ratsch understands your dialect better. This is not a location determination of your device.
- **Context of use and processing:** your voluntary statement of what you use Ratsch for (e.g. business, association, personal). It serves to show you suitable notices and templates; it does not replace the licensee's examination of the legal basis and obligations.
- **Design of your minutes emails:** your own text template and a logo that you can upload so that the email to participants and the reading page appear in your organisation's style.
- **Customer service requests:** messages you send to our customer service

2.2 Automatically collected data

- **Usage data:** extent of your use (e.g. recording minutes, number of transcriptions) to manage your quota
- **Device information:** browser type and operating system (only in error logs, for troubleshooting)
- **Log data:** truncated IP address, access times, pages accessed, error logs

2.3 Data received from third parties

- **Microsoft 365** (only if you sign in with Microsoft and use the integration): name and email from your profile; calendar appointments (title, participants, times) and reminders you create; people and contacts for selecting participants; OneNote notebooks and sections for saving minutes; task lists for creating tasks; sending emails in your name from your own mailbox; recordings of Teams meetings that you import. Microsoft 365 is a service of your organisation or Microsoft account and not a sub-processor of Datafuse.

3. How we use your data

Before a recording or certain functions, we show you short privacy notices that you confirm with a click (e.g. on informing participants, sharing minutes and optional functions such as dialect recognition).

3.1 Providing the service

- Transcription and AI-based processing of your recordings
- Creation of summaries, minutes and task lists
- Recording from Teams, if you use this function
- Answering your questions about your own minutes – only minutes of your account are searched
- Processing of the correction memory solely to improve your own minutes
- Management of your account and subscription

3.2 Improvement and support

- Technical support and troubleshooting
- Analysis of usage volumes and errors to improve the app
- Security monitoring and fraud prevention

3.3 Communication

- Important service notifications (e.g. changes, security warnings)
- Replies to your enquiries

3.4 Sharing minutes (at your request)

If the licensee switches on the function for sharing minutes, Ratsch sends the finished minutes to the participants from the invitation. This function is switched off by default. The licensee decides on sharing and must check its permissibility, the recipients and the necessary information or consents. If you share minutes, we process for this purpose:

- **Sending to participants:** names and email addresses of the recipients. With a Microsoft account, the email is sent via your own mailbox, otherwise via our sender address (noreply@ratsch.bz) with your name; replies go to you. We store when and to which addresses minutes were sent.
- **Read link:** anyone with the link can read the summary, minutes, tasks and decisions without an account – not the transcript and not the recording. We only count how often the link was opened (without IP address or device data). The link is blocked for search

engines. Links are valid for 90 days by default and can be extended by sharing again; they end earlier if you switch off sharing or delete or archive the minutes.

- **Did you receive minutes via Ratsch?** Your email address comes from the person or organisation that held the meeting (e.g. from the invitation). The controller for the meeting content is generally the respective licensee. We use your email address only for this sending and do not send you advertising.

3.5 Improving dialect recognition (only with your consent)

In the settings, you can allow Datafuse to use recordings to generally improve the recognition of the South Tyrolean dialect in Ratsch. This setting is switched off by default. If it is switched on, you additionally confirm before each recording that all participants agree to this use; only then is the recording used for this purpose. Because Datafuse thereby pursues its own general purpose, Datafuse is an independent controller for this processing and not a processor of the licensee; it is not covered by the data processing agreement.

Participation is voluntary and requires a separate, explicit opt-in, obtained separately from the confirmation for creating your own minutes. The opt-in of the licensee or organiser does not replace informing the participants and – where necessary – their own consent; the licensee must inform the participants and be able to prove the necessary consents.

If consent has been given, we create a separate copy of the recording. These training copies remain exclusively in the European Union and are retained for a maximum of 24 months. You can withdraw your consent at any time in the settings with effect for the future; we then delete the training copies. Models already improved with training data may not be technically able to "forget" individual content.

Without this consent, we do not use your recordings for training, but solely to create your own minutes.

4. Legal bases (Art. 6 GDPR)

- **Performance of contract (Art. 6(1)(b)):** provision of the service (account, authentication), account management and billing
- **Legitimate interest (Art. 6(1)(f)):** security, fraud prevention, product improvement
- **Consent (Art. 6(1)(a)):** Microsoft integration and other optional functions where consent is required, in particular the separate opt-in for the general improvement of dialect recognition under section 3.5. Consent is obtained separately, voluntarily and can be withdrawn at any time.
- **Legal obligation (Art. 6(1)(c)):** retention of billing data

Processing on behalf of the licensee: insofar as we process meeting content as a processor, the processing is based on the legal basis of the respective licensee. The licensee ensures the legal requirements for recording, transcription and sharing and sending to participants and informs the data subjects in accordance with the law. The household exemption may apply to exclusively personal or household use; a data processing agreement is required for professional, association-related or other organisational use.

5. Storage and security

5.1 Storage location

According to the current status, meeting content is processed and stored within the European Union: hosting and file storage (including photos and documents you attach to minutes) take place via Hetzner in Germany, AI processing via Microsoft Azure AI Foundry in the EU. For sending minutes via Hostinger, the processing and sub-contractor structures used there apply. Contract, account and billing data may be processed by the service providers used for this purpose in accordance with their applicable documentation (see sections 7 and 10).

5.2 Security measures

- Encrypted transmission (TLS / HTTPS)
- Encrypted storage of sensitive data
- Access control and authentication
- Regular security updates
- No storage of complete payment data (PCI-DSS compliant via Stripe)

5.3 Retention periods

- **Audio recordings:** automatically deleted 30 days after recording, or earlier if you delete them yourself. The transcript or minutes are retained.
- **Recordings not yet transcribed:** are first moved to a recycle bin for 7 days when deleted and then permanently deleted.
- **Transcripts and minutes:** as long as your account is active, plus 30 days after account deletion; transcripts you delete remain in the archive for 30 days and are then permanently deleted.
- **Questions about your minutes:** until you delete them, at the latest until your account is deleted
- **Correction memory:** until you delete individual entries, at the latest until your account is deleted; the log of what was learned from a correction is deleted after 90 days
- **Attachments:** together with the minutes or your account
- **Training copies under section 3.5:** separate copy, exclusively in the EU, maximum 24 months; immediate deletion if consent is withdrawn
- **Sending of minutes** (when, to which addresses): until your account is deleted + 30 days
- **Read links:** valid for 90 days, extendable by sharing again; end earlier when switched off or when the minutes are deleted or archived; the number of views is stored until your account is deleted
- **Billing data:** 10 years (statutory retention obligation in Italy)
- **Records of acceptance of the licence agreement and the data processing agreement** (account, accepted version, date and time): for the term of the contract and, as a rule, 10 years after it ends, in a separate archive with restricted access – to provide evidence and to defend or assert claims. They are then deleted unless there is a specific further reason to keep them. Training copies remain subject to section 3.5 (at most 24 months or deletion upon withdrawal).
- **Log data:** server logs 7 days; error logs 90 days

- **Backups:** our hosting provider Hetzner (Germany) creates a daily backup of the server (server image) with all stored data (account, transcripts, minutes, attachments). Each backup is retained on a rolling basis for 7 days; the oldest is overwritten automatically. Only authorised administrators have access, and only for restores and tests. After a restore, deletions made in the meantime are carried out again. Deleted data is therefore also removed from the backups no later than 7 days after deletion.

6. Account deletion and data retention

You can delete your account at any time in the settings. After deletion:

- your access is deactivated immediately,
- your data (transcripts, minutes) remains stored for another 30 days,
- you can request restoration within these 30 days,
- after 30 days all your data is irrevocably deleted (from backups no later than 7 days thereafter),
- billing data is retained for 10 years due to statutory obligations,
- records of acceptance of the licence agreement and the data processing agreement are kept in a separate archive for 10 years after the contract ends.

7. Disclosure to third parties

We only pass on your data in the following cases:

7.1 Processors and service providers

- **Microsoft Azure AI Foundry** (EU: Sweden Central, fallback region West Europe in the Netherlands): AI-based transcription, speech processing and creation of minutes, and – for our customer service – draft replies. Microsoft is a sub-processor of Datafuse for this. Depending on the function, audio recordings or transcript and other content texts required for processing are transmitted. Microsoft may automatically check inputs for abuse; storage or review by authorised persons takes place only within the framework of the applicable Microsoft documentation. The data is not used to train general Microsoft AI models.
- **Hetzner Online GmbH** (Germany): server hosting, data storage, file storage for attachments and backup. Account, usage and log data as well as meeting content including attachments may be stored there.
- **Hostinger**: internet domains, our email mailboxes and the sending of automatic emails, including sending minutes without Microsoft integration. Depending on the function, recipient addresses, sender details and the content of the emails sent are transmitted. Processing and any further sub-processors are governed by Hostinger's current documentation.
- **Stripe Payments Europe Ltd.** (Ireland): payment processing and subscription management. In particular, email address, billing address, company name and tax and payment status data required for billing are transmitted; you enter complete payment data directly with Stripe, we do not store it. Stripe processes payment data on behalf of Datafuse but may have its own responsibilities for fraud prevention and legal obligations. Stripe may transfer data within the Stripe group, in particular to Stripe, Inc. (USA); the

safeguards specified by Stripe apply. Payment takes place on Stripe's payment page, where you will find Stripe's privacy notice.

- **Fatture in Cloud** (TeamSystem, Italy): invoicing and related processing of the necessary contract and billing data.
- **Striptu**: transmission of the invoice data required for invoicing from Stripe to Fatture in Cloud. Scope and storage location are governed by the provider's current documentation.

7.2 Other disclosure

- **Legal obligation:** if we are legally obliged to do so (e.g. court order)
- **Enforcement of rights:** to protect our rights in cases of fraud or abuse

8. Your rights (GDPR)

For meeting content (audio recordings, transcripts/minutes, participant lists, attachments and sending and sharing data), the respective licensee is the controller and point of contact for data subject rights. For contract and account data (registration, billing, security and customer service), Datafuse SRLs is the controller. For the general improvement of dialect recognition under section 3.5, Datafuse is also an independent controller and answers related enquiries. In particular, you have the following rights:

- **Access (Art. 15):** find out which data about you is processed
- **Rectification (Art. 16):** request correction of inaccurate data
- **Erasure (Art. 17):** request erasure of personal data where the requirements are met
- **Restriction (Art. 18):** request restriction of processing where the requirements are met
- **Data portability (Art. 20):** receive your data in a structured, commonly used and machine-readable format
- **Objection (Art. 21):** object to processing based on legitimate interests
- **Withdrawal of consent (Art. 7):** withdraw consent given at any time with effect for the future

For data protection enquiries about contract and account data: info@datafuse.it. For general enquiries and customer service: info@ratsch.bz. For data subject rights regarding meeting content, please contact the respective licensee.

9. Cookies and tracking

We do not use cookies. We store technically necessary data in your browser's local storage:

- **Sign-in key:** keeps you signed in (deleted when you sign out)
- **Settings:** language, time zone, output format and display settings (remain stored until you delete them in the browser)

No tracking: we do not use analytics tools such as Google Analytics, advertising trackers or social media plugins.

10. International data transfers

According to the current status, meeting content is processed within the EU/EEA; in particular, hosting and file storage take place in Germany and AI processing in an EU region. When using Microsoft 365 / Microsoft Graph, processing is governed by the Microsoft contract of the licensee or its organisation. For contract, account and billing data, Stripe, Stripe group companies and – depending on the function used – other providers outside the EU/EEA may be involved; the applicable documentation and transfer instruments of the respective providers apply. A transfer to Stripe, Inc. in the USA may take place in particular during payment processing. Should further transfers to third countries be added, we will inform you in an appropriate manner.

11. Data security in the event of breaches

In the event of a personal data breach, we distinguish according to the respective role: for contract and account data and for dialect training under section 3.5, Datafuse is the controller and fulfils its own legal obligations, in particular examining a notification to the supervisory authority and, where applicable, informing data subjects. For meeting content outside dialect training, Datafuse is a processor; in this case we inform the respective licensee as controller without delay and support it in accordance with the data processing agreement. The licensee decides on notification to the supervisory authority and informing the data subjects.

12. Changes to this policy

We may update this privacy policy. In the event of material changes, we will inform you by email or by a notice in the app. You can always find the current version on this page.

13. Right to lodge a complaint

You have the right to lodge a complaint with the competent data protection authority. In Italy, this is the Garante per la protezione dei dati personali (www.garanteprivacy.it).

14. Contact

Datafuse SRLs, Rosenheim 21, 39040 Laurein (BZ), Italy
Email (data protection): info@datafuse.it
Email (customer service): info@ratsch.bz

Further documents: Licence agreement · Data processing agreement · Privacy notice for contract and account data · Participant information (template) · Sub-processors